

EXHIBIT
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BLUETOOTH PATENT/COPYRIGHT LICENSE AGREEMENT

This Bluetooth Patent/Copyright License Agreement (the “License”) is made by and between the Company identified in the “Company’s Legal Name” field on the membership application (“Company”) and each Promoter Member of Bluetooth SIG, Inc., a Delaware corporation (“Bluetooth SIG”). This License will become effective upon the date that Bluetooth SIG issues a written notice to Company (which may be delivered by email) that Company’s application for membership in Bluetooth SIG has been accepted by Bluetooth SIG (the “Effective Date”). Company agrees as follows:

1. Definitions.

- (a) “Adopter Member” shall have the meaning set forth in the Bluetooth SIG Bylaws.
- (b) “Affiliate” shall have the meaning set forth in the Bluetooth SIG Bylaws.
- (c) “Application Programming Interface” means a particular implementation of a software interface between two software components.
- (d) “Associate Member” shall have the meaning set forth in the Bluetooth SIG Bylaws.
- (e) “Bluetooth Qualification Process” means the process created by Bluetooth SIG for qualifying products.
- (f) “Bluetooth SIG” means Bluetooth SIG, Inc., a Delaware corporation.
- (g) “Bluetooth SIG Member” means any member of Bluetooth SIG.
- (h) “Bluetooth Specification” means any adopted Draft Bluetooth Specification including specifications developed for the Working Group Directives and any Errata Corrections to these specifications or the Foundation Specification.
- (i) “Compliance Requirements” means the document that specifies the requirements that must be met and the process that must be executed by products for purposes of demonstrating that such products comply with a Bluetooth Specification and/or Foundation Specification. Bluetooth SIG may change or add to this document.
- (j) “Compliant Portion” means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with the actual Bluetooth Specification and/or Foundation Specification, whichever the case may be, (ii) are qualified pursuant to the Bluetooth Qualification Process, (iii) are within the bounds of the Scope and (iv) meet the requirements set forth in the Compliance Requirements.

(k) “Contribution” means any written or electronic document submitted to a Working Group for inclusion into a Bluetooth Specification by a Bluetooth SIG Member or agreed upon in writing or electronically by a Bluetooth SIG Member that such document is a contribution of such Bluetooth SIG Member.

(l) “Draft Bluetooth Specification” means all versions of the document developed by a specific Working Group based on and within the scope of the given Working Group Directive and all formal comments thereto provided by any Bluetooth SIG Member within said Working Group that are to be considered for inclusion in the Bluetooth Specification to be adopted by Bluetooth SIG.

(m) “Errata Corrections” means any error correction to any Bluetooth Specification or Foundation Specification created for the sole purpose of error corrections in existing and published features (but not for additional features) or removal of such features, that are required because of an unclarity or error in existing feature operation.

(n) “Foundation Specification” means the specification entitled “Bluetooth Version 1.0 Specification Foundation Core” or “Bluetooth Version 1.0 Specification Foundation Profiles” and published on July 26, 1999 and the Errata Corrections in 1.0 B Specification thereto approved December 1, 1999 (any others), all of which have been adopted by Bluetooth SIG.

(o) “Necessary Claims” means claims of a patent or patent application that (a) are owned or controlled by a party or its Affiliates (Licensor) now or at any future time while this License Agreement remains in effect; and (b) are necessarily infringed by implementing those portions of a Bluetooth Specification and/or Foundation Specification within the bounds of the Scope, wherein a claim is necessarily infringed only when it is not possible to avoid infringing it because there is no technically reasonable non-infringing alternative for implementing such portions of the Bluetooth Specification and/or Foundation Specification within the bounds of the Scope. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims (i) other than those set forth above even if contained in the same patent as Necessary Claims; (ii) that read solely on any implementations of any portion of the Bluetooth Specification or Foundation Specification that are not within the bounds of the Scope; or (iii) that, if licensed, would require a payment of royalties by the Licensor to unaffiliated third parties.

(p) “Scope” means the protocols and data formats needed for Bluetooth interoperability, and the electrical signaling characteristics solely to the extent disclosed with particularity in a Bluetooth Specification and/or Foundation Specification where the sole purpose of such disclosure is to enable products to interoperate, interconnect or communicate as defined within such Bluetooth Specification and/or Foundation Specification. For clarification, the Scope shall not include (i) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with the Bluetooth Specification and/or Foundation Specification, but are not themselves expressly set forth in the Bluetooth Specification and/or Foundation Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.); or (ii) the implementation of other published specifications developed elsewhere but referred to in the body of the Bluetooth Specification and/or Foundation Specification; or (iii) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with the

Bluetooth Specification and/or Foundation Specification; or (iv) Application Programming Interfaces, applications, or user interfaces; including the technology used to generate, display or interact with a user.

(q) “Working Group” means the body of individuals given the task of creating a Draft Bluetooth Specification that meets the criteria of the Working Group Directive assigned that particular Working Group by Bluetooth SIG. Working Groups are formed by Bluetooth SIG based on Working Group Directives.

(r) “Working Group Directive” means a range of intended uses for Compliant Portions, where a Bluetooth Specification is to be prepared so as to deliver a minimum platform necessary to deliver such a range of intended uses but not so as to specify implementations in accordance with those intended uses.

2. Non-Confidentiality of Submissions. Each Associate and Adopter Member of Bluetooth SIG agrees that any Contributions shall be deemed to be made on a non-confidential basis and that the Promoter Members shall be free to disclose these submissions for purposes of developing and adopting any Bluetooth Specification(s) and in connection with such activities.

3. Copyrights in Final Specifications. Upon adoption of a Bluetooth Specification, each Associate and Adopter Member agrees and does hereby grant joint ownership to each Promoter Member in any copyright that such Associate or Adopter member may have in the Bluetooth Specification(s) including Contributions of such Associate or Adopter Member. Each Promoter Member may exercise any and all rights of copyright ownership and sublicense such rights in the Bluetooth Specification(s) as if such rights were solely owned by such Promoter Member without the permission of such Associate or Adopter Member and without any duty to account.

4. Copyright License.

(a) Subject to Sections 2 and 6 hereof, each Associate and Adopter Member hereby grants to each of the Promoter and Associate Members of Bluetooth SIG who participate in a Working Group of Bluetooth SIG and to Bluetooth SIG, a worldwide, royalty-free, license under its copyrights in its Contributions to reproduce, distribute, display, perform and create derivative works for the purposes of developing any Draft Bluetooth Specifications or derivative works thereof.

(b) All Contributions by a contributing Associate or Adopter Member that have been submitted for inclusion in any Bluetooth Specification or Draft Bluetooth Specification shall be licensed by the contributing Associate or Adopter Member to all Licensees (as defined in Section 5(b) hereof) under the grant specified in Section 5(b) hereof for all Bluetooth Specifications in which the Contributions become included, even if such Associate or Adopter Member has withdrawn or been terminated as a Member of Bluetooth SIG.

5. License Grant.

(a) To Associate or Adopter Member. Effective upon the adoption by Bluetooth SIG of each Bluetooth Specification, the Promoter Members and their Affiliates hereby grant to each Associate and Adopter Member and its Affiliates (collectively, “Licensee”) a non-exclusive,

royalty-free, perpetual, irrevocable, nontransferable, nonsublicenseable, worldwide license under the Promoter Member's Necessary Claims with respect to the Bluetooth Specification and/or Foundation Specification solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Portions; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

In addition, effective as of adoption of a Bluetooth Specification and/or Foundation Specification, each Promoter hereby grants to each Associate and Adopter Member a worldwide, royalty-free license under its copyrights in such Bluetooth Specification and/or Foundation Specification to reproduce, distribute, display and create derivative works for such Bluetooth Specification and/or Foundation Specification solely for purposes of performing rights and obligations under this License. In exercise of these rights, no Associate or Adopter Member may modify the Bluetooth Specification(s) and/or Foundation Specification, unless necessary for purposes of implementing the Bluetooth Specification and/or Foundation Specification hereunder.

(b) By Associate or Adopter Member. Effective upon the adoption by Bluetooth SIG of each Bluetooth Specification, each Associate and Adopter Member and their Affiliates hereby grant to each Promoter Member and Associate and Adopter Member and all of their respective Affiliates (also collectively, "Licensee") a nonexclusive, royalty-free, perpetual, irrevocable, nontransferable, nonsublicenseable, worldwide license under its Necessary Claims solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Portions; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

In the event that a Bluetooth SIG Member ("Member A"), other than a Member who has Necessary Claims, files suit against another Member ("Member B") for patent infringement arising from Member B's manufacture, use or sale of products and systems that are compatible with the Bluetooth Specification(s) and/or Foundation Specification, and such suit is not defensive based on a patent infringement claim or suit by Member B, then Member B shall have the unilateral right to change the license grant set forth in Section 5(a) or (b) above under Necessary Claims, if any, from a royalty-free license to a reasonable royalty bearing license with respect to Member A and be able to collect such royalty retroactively commencing on the date that Member A filing such suit is alleging Member B commenced the infringement which is the basis of the suit.

For the purposes of this Section 5, a product or system is "compatible" with the Bluetooth Specification(s) and/or Foundation Specification if it actually implements or incorporates or directly interfaces or is designed to interface with a Compliant Portion.

6. Confidentiality of Draft Specification. Until Bluetooth SIG adopts each Bluetooth Specification(s) and makes it generally publicly available, each Associate and Adopter Member will maintain all versions and revisions of the Draft Bluetooth Specifications and any other information designated as confidential ("Confidential Material") in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but

no less than a reasonable degree of care under the circumstances and will not use, disclose or copy the Confidential Material except as necessary for its employees or contractors with a need to know to evaluate and comment thereon. Each Associate and Adopter Member shall mark any copies it makes "confidential," "proprietary" or with a similar legend and shall reproduce all copyright notices and disclaimers therein. Unless the parties agree otherwise, this obligation of confidentiality will expire two (2) years from the date of disclosure to such Associate or Adopter Member.

Notwithstanding the foregoing, Confidential Material shall not include any information that is (a) in the public domain other than by a breach of a duty to the disclosing party; (b) received from a third party without any obligation of confidentiality; (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by employees of the receiving party; or (e) generally made available to third parties by the disclosing party without restrictions on disclosure.

7. Withdrawal and Termination.

(a) Conditions and Procedure for Withdrawal. Upon withdrawal or termination of an Associate or Adopter Member in accordance with the Bylaws of Bluetooth SIG, this Section 7 shall apply to all licenses granted to or by such Member pursuant to this License. The timing of such withdrawal or termination will determine the effect on such Associate or Adopter Member's licensing obligations as specified in Section 7(b) below. If an Associate or Adopter Member withdraws within three (3) weeks following its receipt of notice of adoption of a Bluetooth Specification, the effective date of such withdrawal shall be immediately prior to such adoption. In every other case, the effective date of withdrawal or termination shall be determined in accordance with the Bylaws of Bluetooth SIG.

(b) Effect of Withdrawal. If an Associate or Adopter Member withdraws from or is terminated from Membership in Bluetooth SIG:

- (i) This License shall continue in full force and effect for all remaining Members;
- (ii) With respect to such Associate or Adopter Member, Sections 2, 6, 7 and 8 of this License shall continue in full force and effect; and
- (iii) With respect to Contributions from the withdrawing Member which are included in any Bluetooth Specification which is adopted after the effective date of withdrawal or termination, such Member shall be entitled to receive a license from all Licensees regarding all such Bluetooth Specifications (i.e. all those which include such Member's Contributions) under the terms of Section 2, but only if and when such Member agrees to and grants a license under the terms of Section 5(b) to all Licensees with respect to all such Bluetooth Specifications.
- (iv) Section 5 of this License shall continue in full force and effect with respect to all Bluetooth Specifications and Foundation Specifications

adopted prior to the effective date of withdrawal or termination. (the “Committed Specifications”).

- (v) This Section 7 is not intended to authorize, permit or allow the survival (or con-incident licensing) of any unmodified portion of a Committed Specification to be contained in any Bluetooth Specification approved after a Member’s termination unless (i) the unmodified portion of the Committed Specification is contained in a subsequent Bluetooth Specification that only extends or corrects the Committed Specification, or (ii) only if the withdrawing or terminated Member is granted and accepts a reciprocal license commensurate with and of the same scope as set forth in Section 5 with respect to such subsequent Bluetooth Specification incorporating the unmodified portion of the Committed Specification.
- (vi) All other rights, licenses, obligation, terms and conditions of this License shall terminate with respect to such withdrawing or terminated Member, including those set forth in Section 5, except as set out in Section 7(b)(iii), (iv) and (v).

8. General.

(a) No Other Licenses. Except for the rights expressly provided by this License, the Membership Agreement and the Bluetooth Trademark License Agreement, no Member grants or receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights.

(b) No Warranty. All parties acknowledge that all information provided as part of the Bluetooth Specification(s) and/or Foundation Specification development process and the Draft Bluetooth Specification(s) and/or Bluetooth Specification(s) or Foundation Specification itself are all provided “AS IS” **WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.**

(c) Limitation of Liability. **IN NO EVENT WILL ANY PARTY HERETO OR ANY OTHER MEMBER OF BLUETOOTH SIG BE LIABLE TO ANY OTHER PARTY OR MEMBER OF BLUETOOTH SIG FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY PARTY INCLUDING THIRD PARTIES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER RELATED AGREEMENT, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**

(d) Governing Law. This License shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.

(e) Jurisdiction. The parties agree that all disputes arising in any way out of this License shall be heard exclusively in, and all parties irrevocably consent to jurisdiction and venue in, the state and Federal courts of New York.

(f) Notices. All notices hereunder shall be electronic or written and sent to the parties at such addresses as the Parties may specify by such notice to Bluetooth SIG. For purposes of this section, notice can include notice by written mail, electronic mail or by facsimile.

Such notices shall be deemed served when received and acknowledged by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any party may give notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

(g) Good Faith Dealing. Each party hereby represents and warrants that it has the power to cause all patents owned or controlled by such party and its Affiliates to be licensed as set forth in this Agreement.

(h) Not Partners. The parties hereto are independent companies and are not partners or joint venturers with each other.

(i) Complete Agreement; No Waiver. Except for Bluetooth Membership Agreement, the attachments thereto, and Bluetooth SIG Certificate of Incorporation and Bylaws, this License sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this License shall be binding unless accepted in writing by an authorized representative of all parties, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

(j) No Rule of Strict Construction. Regardless of which party may have drafted this License, no rule of strict construction shall be applied against any party. If any provision of this License is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this License, and the remainder of the License will continue in effect.

(k) Compliance with Laws. Anything contained in this License to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

(l) Effectiveness of License. This License will be effective and enforceable against the parties as of the Effective Date.

(m) Effect of Divestiture, Merger or Acquisition. In the event that an Affiliate ceases to be an Affiliate, such as by divestiture, then, if such former Affiliate becomes a Member of Bluetooth SIG within 90 days from the date the Affiliate status ceases, then all licenses shall continue uninterrupted. If such former Affiliate does not so sign-up, then Section 7(b) hereof shall apply with the former Affiliate to be considered the same as a withdrawing Member.

In the event, a Member is acquired or merged into another, non-affiliated company ("New Company"), then New Company shall be entitled to continue as a Member at the same level of membership provided New Company assumes all the rights and obligations of such Member under this License and any related agreements that such Member had executed with respect to Bluetooth SIG.

(n) Parties. Bluetooth SIG has the authority as the Attorney-in-Fact to execute and deliver this License on behalf of the Promoter Members and by signing this License does hereby bind all the Promoters Members to this License and each Promoter Member shall be considered a party to this License.